

**Memorandum of Agreement
between the
St. John's and District Labour Council
and the
United Way of Newfoundland and Labrador**

Purpose of the Agreement

The purpose of this agreement is to identify and confirm ways in which the United Way of Newfoundland and Labrador and the St. John's District Labour Council will work together to strengthen our partnership and build our community.

Principles

Both parties are committed to strong, active, safe, and respectful communities.

Both parties envision a humane and responsive human services system within the community.

Both parties recognize and will promote understanding of the other's mission and goals in community building.

Both parties acknowledge the importance of ensuring labour plays a strong role in the United Way of Newfoundland and Labrador, specifically in the areas of governance, volunteer committees, fundraising, workplace fundraising, fund allocation and our community building work;

Both parties are committed to ensuring their partnership, work together, and the work and leadership of the other will be publicly recognized;

Both parties support workplace fundraising for the United Way;

Both parties believe that a mutually accountable partnership arrangement will best provide the basis for an ongoing working relationship;

Both parties agree that open and clear communication between them is required to maintain the partnership within the different roles and responsibilities of each party;

Both parties acknowledge the leadership role played by the national bodies of each party, the Canadian Labour Congress – le Congrès du Travail du Canada (CLC-CTC) and the United Way of Canada – Centraide Canada (UWC-CC), in establishing a model partnership framework;

Both parties endorse the principles laid-out by the CLC-CTC and UWC-CC for our partnership.

Implementation of this Agreement

The parties agree to immediately implement: Labour Representation on the United Way of Newfoundland and Labrador Board of Directors.

The United Way of Newfoundland and Labrador and the St. John's and Labour Council will jointly determine the number of labour positions to be held on various United Way of Avalon bodies, although there will be no less than two (2) positions on the Board. All positions will be filled by St. John's and District Labour Council nominees.

Dispute Resolution

When issues arise in the community that result in a dispute or disagreement between United Way of Newfoundland and Labrador and the St. John's and District Labour Council, both parties will attempt to resolve the matter locally through consultation and any other mutually agreeable means. A joint approach will be taken whenever possible to respond to the issues.

Should a serious disagreement arise between the parties, both agree to access and abide by the CLC-CTC/UWC-CC dispute resolution mechanism available through each of these offices.

Duration of the Agreement

This Agreement is for the period beginning immediately and ending on December 31st, 2011.

Should this Agreement expire, the terms and conditions will continue until the Agreement is renewed.

Either party may seek to re-negotiate any of the terms of the Agreement. A request for re-negotiation of any of the terms or the Appendices will not be unreasonably rejected.

Appendices

Appendices A and B to this Agreement are part of this Agreement

Accountable Officers

The President of the St. John's and District Labour Council and the Executive Director of the United Way of Newfoundland and Labrador are the Officers responsible for ensuring that the terms and conditions of this Agreement are carried out within the spirit of the purposes.

The signatories to this Agreement are responsible to ensure that the Agreement is kept up-to-date and that unresolved issues are negotiated prior to renewal.

The signatories to this Agreement are accountable to their respective governing bodies to maintain the integrity of this Agreement.

The parties agree that the CLC-CTC and the UWC-CC will be amiable parties to this Agreement.

Signed on the date of _____, 2008

On behalf of the St. John's and District Labour Council, by

_____, President

On behalf of the United Way of Newfoundland and Labrador, by

_____, Executive Director

On behalf of the Board of Directors, United Way of Newfoundland and

Labrador by _____, Board Chair

On behalf of the CLC-CTC, by

_____, Staff Representative, NL

Appendix A

CLC-CTC/UWC-CC Partnership

Roles and Responsibilities

Specific Roles and Responsibilities

President of the St. John's and District Labour Council: The President is responsible for developing and maintaining a positive relationship with the United Way of Newfoundland and Labrador.

The President of the St. John's and District Labour Council will:

- Act as the lead Labour member on the United Way of Newfoundland and Labrador Board;
- Support a positive relationship with the United Way movement, through the Canadian Labour Congress, in particular the provincial representative;
- Monitor and participate in the recruitment of United Way of Newfoundland and Labrador volunteers from labour;
- Work with the Executive Director of the United Way of Newfoundland and Labrador to resolve disputes which arise in relation to the Agreement;
- Should the opportunity arise, the president will encourage sister labour councils in the province to support and participate in United Way activities.

The President may name one or more designates to fulfill these functions.

The Executive Director of United Way of Newfoundland and Labrador will:

- Assume the responsibility for developing and maintaining a positive relationship with the St. John's and District Labour Council.
- Support and monitor all efforts within United Way of Newfoundland and Labrador to ensure that the terms of this Agreement are fulfilled.
- Support a positive relationship with the Canadian Labour Congress, in particular the provincial representative.
- Work with the President, St. John's and District Labour Council to resolve disputes which arise in relation to the Agreement.

The Executive Director may name one or more designates to fulfill these functions.

Appendix B

Reopener to Discuss Reporting Relationship

The parties agree that these partnerships are dependent on goodwill and that continuity in responsibility and accountability are important.

Under the current agreement, the signatories to this Agreement are the accountable officers and bear significant responsibility in making the agreement work.

The parties agree there is generally a learning curve for new incumbents to learn about their responsibilities under these agreements.

In order to ensure continuity, the parties agree to reopen this agreement one year from the date of signing for the sole purpose of reviewing the relationship between the United Way of Newfoundland and Labrador and the St. John's and District Labour Council as well as this document to ensure both parties are abiding by its terms, and that those terms remain relevant to the relationship.

Should the need arise, and the criteria met, the parties agree to meet and discuss the possibility of implementing the position of a Director, Labour Community Services from labour. It is understood that this discussion will involve representatives from the United Way Canada, and the Canadian Labour Congress.

Consequential Amendments to the Agreement

In the event the parties agree the creation of a Director, Labour Community Services, it is understood that amendments will be required to the Memorandum of Agreement and Appendix A, ***Joint Responsibilities***, and Appendix B, ***Reopener to Discuss Reporting Relationship***.